

**PORT COMMISSION MINUTES
JANUARY 17, 2013**

Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall Meeting Room, 201 Jeff Davis Avenue, in said City at 5:00 pm, Thursday, January 17, 2013, it being the time, date, and place fixed for holding said meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission President Phil Kies, Vice President Barbara Reed, Secretary David Marks, Commissioners Vernon Ehlers, Don Deschenes, Charles Purchner, Roger Ladner, Barney Hill, Stan Snodgrass, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Port Attorney James C. Simpson, Jr., and Harbormaster Bill Angley.

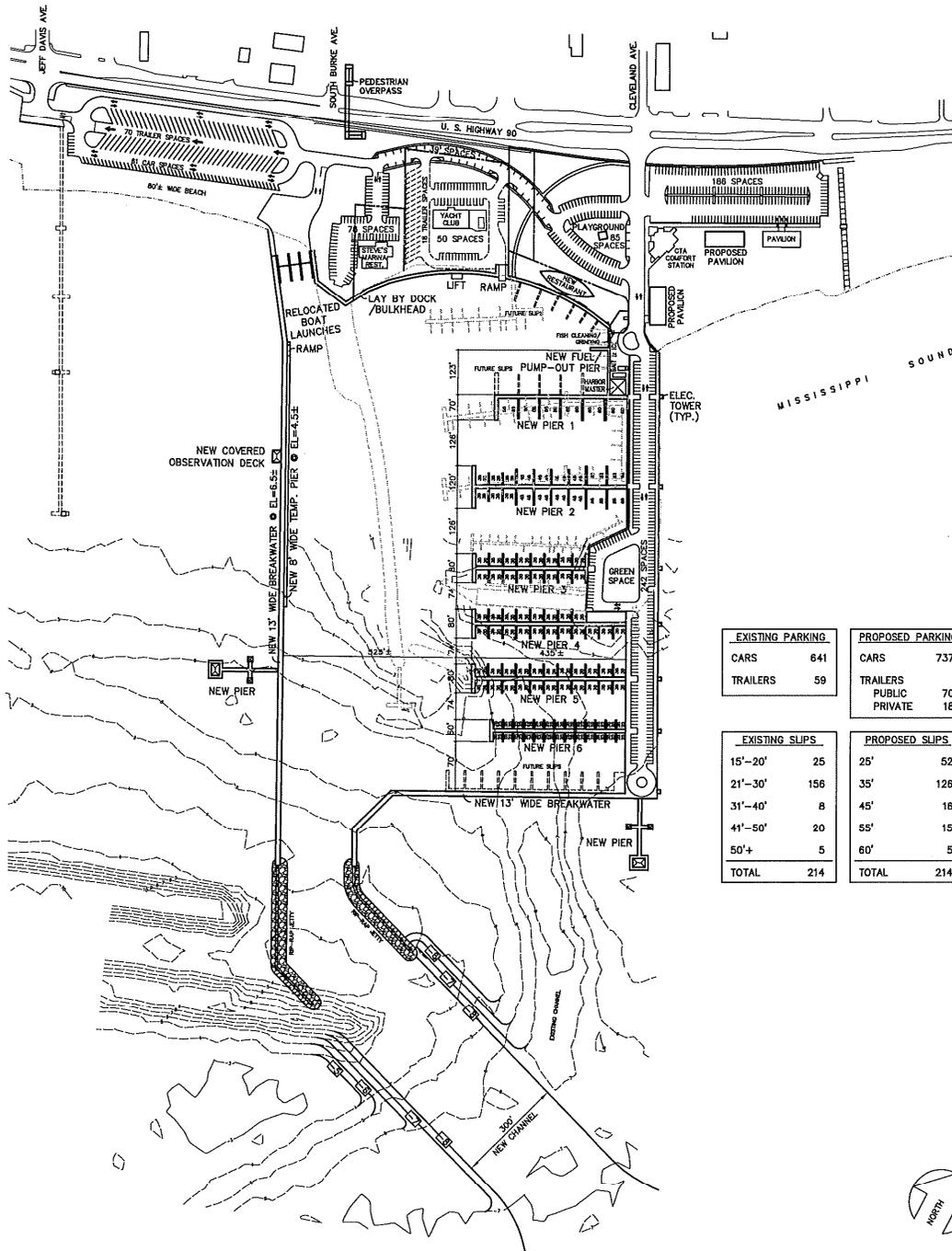
There being a quorum present and sufficient to transact the business of this meeting, the following proceedings were had and done.

There were no comments or amendments to the agenda.

The meeting was called to order, whereupon Commissioner Purchner made motion seconded by Commissioner Ladner and unanimously carried to approve the Port Commission Regular Minutes of December 20, 2012, as submitted.

The Commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates, whereupon Mr. Jason Chiniche, Brown, Mitchell, and Alexander, Inc., and Mr. Larry Lewis, BMI Environmental, were recognized and presented the following preliminary Harbor Expansion Master Plan:

PORT COMMISSION MINUTES JANUARY 17, 2013



bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
1.17.13
\\3300\3300MASTER

PRELIMINARY
MASTER PLAN
LONG BEACH HARBOR EXPANSION
CITY OF LONG BEACH, MISSISSIPPI

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Commissioner Marks was preliminarily absent and arrived at the meeting at 5:35 pm.

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After considerable discussion and review, Commissioner Hill made motion seconded by Commissioner Reed and unanimously carried to approve the aforesaid overall Harbor Expansion Plan concept to allow the permitting process to begin.

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The Commission again recognized Mr. Ron Robertson, whereupon the following project updates were submitted in words and figures as follows:



Long Beach Port Commission
Phil Kies, President

January 17, 2013

RE: Project Updates:

1. **CIAP- Harbor Expansion and Master Plan.**
Attached is a recommended Harbor Master Plan concept. There is not a near term deadline for minor changes but we do expect to move forward for permits based on this concept. These permits will have no effect on the uplands design. We request a port commission general approval of the overall major concept before we begin the permitting process. Minor modifications such as pier layouts should not be a problem after the permits are obtained. The final Master Plan presentation will be completed for review within the next couple of months. The construction of some smaller harbor improvements depends on when the Fish and Wildlife Agency releases the funding for Phase-2; funding has been put on hold.
2. **Bait Shop.** This project is currently going thru MEMA close-out procedures.
3. **Alternate Project. Harbor Improvements.** Phase-2 of this project is "on-hold" until Isaac Hurricane repairs are in progress.
4. **Bulkhead Project.** Bay South has finished the concrete cap/sidewalk, the site work and the major parts of the pier as of January 16, 2013. The installation of aluminum access ladders alongside of the pier and a couple of hours of clean up are the only remaining items.
5. **Isaac Repairs.** FEMA has approved six project worksheets for hurricane Isaac related repairs to the Long Beach Harbor. The last project worksheet document was signed January 4, 2013. Meeting with our engineer was held today to review project schedules.

FEMA PA PW's

1) Replace Rip-Rap / Harbor Dredging	\$ 272,697
2) Repair Roads / sidewalks	460,291
3) Repair Launch Ramp /pump out/Fuel Sys.	150,351
4) Electrical Repairs	201,582
5) Repair fishing Piers and boat slips	443,209
6) Harbor Building repair	17,495
Total Construction Estimate	\$1,545,625

Please contact me at your convenience with any questions. (Note: I will be on vacation from March 5th thru March 28th.)

Ron Robertson, P. E.

Port Commission Monthly Project Update
Prepared by Ron Robertson, P. E.

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There was no further action required or taken regarding the aforesaid report.

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There came on for discussion the Tidelands Grant Agreement, Fiscal Year 2013, as follows:



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

William W. Walker, Ph.D., Executive Director

December 21, 2012

The Honorable William Skellie, Jr., Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

Re: FY2013-P108 City of Long Beach – Harbor Improvements

Dear Mayor Skellie,

Enclosed you will find your Tidelands Grant Agreement, Fiscal Year 2013 for the above referenced project (Attachment 1). Please execute the agreement and return to the MDMR Tidelands Office at 1141 Bayview Avenue, Suite 101, Biloxi, MS 39530. The Department of Marine Resources shall make progress payments in installments based on the work completed and material used in the performance of a tidelands project only after receiving written verification of the work completed using attached Form TTF-3. One other provision of this agreement is to provide the Department of Marine Resources with a detailed progress report beginning June 30, 2013 and every six months thereafter for the duration of the project. The Department asks that you use the attached blank copy of the progress report form (TTF-4) to submit your reports. Upon completion of the project, a Notice of Completion (TTF-5) will need to be submitted and before final reimbursement can be paid. Additionally, the agreement states that a prominent, permanent sign be erected at all funded public access and construction related projects. Please note that the exact wording of your project sign should be as follows:

“Funds for this project appropriated by the Mississippi Legislature, 2012
Tidelands Trust Fund, through the Secretary of State Delbert Hosemann, and the
Mississippi Department of Marine Resources”

A new sign is needed to reflect the new fiscal year funding if your project is a continuation from the previous year.

Should you have any questions regarding this matter, please do not hesitate to contact Joe Ziegler or Evelyn Thompson, at (228) 374-5000.

Sincerely,


Joe Ziegler
Chief of Staff

Enclosures

1141 Bayview Avenue • Biloxi, MS 39530-1613 • Tel: (228) 374-5000 • www.dmr.ms.gov
An Equal Opportunity Employer

**PORT COMMISSION MINUTES
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FY2013-P108



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

**Tidelands Grant Agreement
City of Long Beach – Harbor Improvements
FISCAL YEAR 2013**

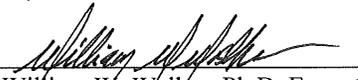
City of Long Beach hereby agrees to expend funds as authorized by the 2012 Mississippi Legislature in H.B. 1603 and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$194,220** for this project, **City of Long Beach Harbor Improvements**, upon (1) receipt of this signed document; (2) DMR possession of amended application with complete and final project designs and plans; and (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Long Beach** agrees to:

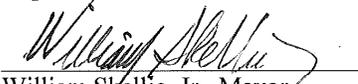
- 1) Expend monies for the project as designated by the Legislature H.B. 1603 for **City of Long Beach Harbor Improvements** and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2013, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction-related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2013 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources.

On behalf of **City of Long Beach**, I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

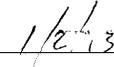


William W. Walker, Ph.D, Executive Director
Department of Marine Resources

Date



William Skellie, Jr., Mayor
City of Long Beach



Date

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Commissioner Reed made motion seconded by Commissioner Marks and unanimously carried to approve the aforesaid Tidelands Agreement, Fiscal Year 2013, and authorize the Mayor to execute same.

There came on for consideration the following internal control recommendations regarding policies/procedures for harbor operations and an amendment to the current Berthing Agreement as follows:

**PORT COMMISSION MINUTES
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City of Long Beach Harbor

Policies & Procedures for Harbor Operations

- All boat owners wishing to dock their boat in the harbor must complete a “Berthing Agreement.”
- The first page of the berthing agreement will be pre-printed in triplicate and pre-numbered. The remainder of the agreement can be printed and photocopied by the Harbor Master as needed.
- The original first page of the agreement is kept by the Harbormaster. One copy goes to the Billing Department, and the third copy goes to the boat owner.
- A copy of the first page of the berthing agreement must be turned into the Billing Department before the customer will be set up on monthly billing. No changes will be made to a customer’s account without written documentation.
- If a boat owner is moved to another slip, or removes their boat from the slip, a new first page of the berthing agreement must be completed for transfer or cancellation.
- Any transient boaters who wish to dock their boat in the harbor must also complete a berthing agreement.
- Payments for transient boaters will be collected by the Harbor Master. The Harbor Master will issue the transient boater a receipt. A copy of the receipt, and a copy of the first page of the berthing agreement must accompany the money to the billing department.
- The Harbormaster is to turn over any other funds received at the Harbor to the Comptroller for deposit (i.e. Coke checks and store sales).
- Any moneys collected by the Harbor Master should not be kept longer than one week before submitting for deposit.

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

Effective Date: _____

BERTHING AGREEMENT

This BERTHING AGREEMENT made and entered into on the day and year herein noted by and between the Long Beach Port Commission, hereinafter referred to as the "Commission", and the following identified Boat Owner as follows, to-wit:

New Transfer Cancellation Transient

BOAT OWNER OR OWNERS: _____

ADDRESS OR ADDRESSES: _____

BILLING ADDRESS IF DIFFERENT FROM ABOVE ADDRESS:

HOME PHONE: _____ EMERGENCY PHONE: _____

WORK PHONE: _____ CELL PHONE: _____

EMPLOYER: _____

TYPE OF VESSEL: _____ I.D.# _____

BOAT NAME: _____ DOC.# _____

MFG. OF BOAT: _____ HULL I.D.# _____

LENGTH: _____ A/C: # of UNITS _____ NO _____

SLIP NO: _____ PIER NO: _____

RATE PER MO: _____ PRO-RATED 1ST MO.: _____

LIEN HOLDER: _____

LIEN HOLDER ADDRESS: _____

LIEN HOLDER PHONE: _____

INSURANCE COMPANY _____ POLICY # _____ EXPIRES _____

AS A CONDITION PRECEDENT to the placement of any vessel in the harbor, the Boat Owner shall provide the Harbor Master with proof of ownership and a current home state registration for the vessel or a copy of the US Coast Guard vessel documentation certificate indicating actual Over All Length (OAL) to determine slip rent for the vessel. In addition, a copy of an active insurance policy for the vessel shall be provided when the initial agreement is enacted. The Harbor Master's initials certifying proof of ownership, current registration or vessel documentation certificate, and active insurance shall be affixed to the original Berthing Agreement below:

Boat Owner _____ Harbor Master _____

BERTHING AGREEMENT – LAST UPDATED 15 JANUARY 2013

**PORT COMMISSION MINUTES
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1. BERTHING AND FEES: Boat Owner shall pay to Commission and/or its duly appointed representative for the use of the above described slip together with utilities and air conditioning charge(s) as required as provided herein and a limited license to use the adjacent areas herein provided as follows, to-wit:
 - A. Mississippi Residents: Rent to be calculated at the rate of \$ 4.20 per linear foot of the above described vessel.
 - B. Harrison County Residents: Rent to be calculated at the rate of \$ 3.50 per linear foot of the above described vessel.
 - C. Out of State Residents: Rent to be calculated at the rate of \$ 6.30 per linear foot of the above described vessel.
 - D. Air-conditioning: Any vessel that has an air-conditioner shall be charged an additional sum of \$ 15.00 per month for each air conditioning unit aboard.
 - E. Utility Fee: Boat Owners shall pay the sum of \$ 20.00 per month for costs of utilities.
 - F. Daily Rate: Boat Owners who rent a slip on a daily basis shall pay the sum of \$ 1.00 per foot of boat length per day. Space and Slip availability is at the sole discretion of the Harbor Master.

The monthly lease rate for the above described vessel based upon the information provided by Boat Owner shall be payable in advance on or before the first day of each and every month hereafter. The first month rent shall be pro-rated. In the event the Boat Owner elects to pay his month-to-month lease rate annually in advance, the Boat Owner will receive a ten percent (10%) discount for said yearly rate, payment to be non-refundable. The above described [payments (i.e., daily, monthly, yearly, etc.) shall be payable in advance at the Long Beach City Hall, Jeff Davis Ave. Long Beach, Mississippi, on or before the first day of each and every month hereafter, unless paid in advance.

2. Non-Payment and /or late payment: A charge of 10% of the monthly rent shall be added to any bill for monthly rent and fees not paid on or before the 15th of the month for which same is due and payable. In the event that the rent and other charges are not paid on or before the date such charges become due and payable, the Boat Owner shall be subject to having his vessel seized and sold according to the lien imposed by general maritime law and/or Section 85-7-9, Mississippi Code of 1972, annotated and amended, et seq. Further, Boat Owner is hereby advised pursuant to the above referenced State Statute that "such lien shall be paramount to all other debts due and owing by such water craft or the owner thereof or other lien thereon, except as provided by section 85-7-7, Mississippi Code of 1972, annotated and amended. Further, and by mutual agreement Boat Owner shall be responsible for and pay a reasonable attorneys fee deemed to be at least \$400.00 or 25% of the total sum due and owing, which ever shall be greater if found to be in violation of any provision hereof and said matter is turned over to an attorney. Further, Boat Owner agrees that in the event that Boat Owner becomes delinquent in the payment of any sums owed Commission, that Commission and/or its duly appointed Harbor Master may use any reasonable method available included, but not limited to, chaining the vessel to the dock, removing the vessel to a secure storage facility or blocking the vessel in its berth, to impose its lien against the vessel itself. That Boat Owner specifically agrees and understands that some damage may occur to the vessel and the Boat Owner agrees that Commission shall not be responsible for such consequential damages.

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3. Term: This Berthing Agreement shall continue in effect from month to month, subject to termination upon fifteen (15) days written notice by either party.

4. Uses: Boat Owner shall not use nor permit the demised premises, or any portion thereof to be used for: (1) the conduct of any offensive, noisy, or dangerous activity or public nuisance, or against any law, or (2) in any manner which would infringe on the rights of other tenants of the Commission, or (3) in any manner contrary to the rules and regulations of the Commission, a current copy of which has been provided to Boat Owner and which may be amended from time to time without prior notice to Boat Owner. Boat Owner agrees to abide by all rules, regulations and directions of the United States Coast Guard, Mississippi Department of Marine Resources, Mississippi State Health Department, the U.S. Environmental Protection Agency and all other federal and state agencies, departments or political subdivisions thereof.

5. Indemnification of Commission: Boat Owner covenants to exercise due care in the occupation of the leased berthing slip and to vacate the same in good condition, reasonable wear and tear excepted. Boat Owner shall indemnify Commission its agents, employees, members and the City of Long Beach, Mississippi, against all claims, actions, proceedings, damages and liabilities, including attorneys' fees, costs, and other expenses arising from or connected with Boat Owners possession and use of the aforesaid berthing space and common areas, including, but not limited to those caused by or resulting from vandalism, theft, fire, weather, tides or wave action, Boat Owner does further agree to be responsible for and pay any and all damages to other craft and property caused by the above described vessel, Boat Owner, or guest.

6. Alteration and Improvements: Boat Owner shall make no alterations or improvements to the property of Commission without expressed written consent of Commission. Any and all improvements approved by Commission shall become property of Commission.

7. Limitation on Commissions Liability: Boat Owner acknowledges that he, she or it has inspected the berthing slip identified herein and has satisfied himself, herself, or itself that the berthing space is adequate for the safe berthing of Boat Owners vessel, Harbor assumes no responsibility for tending mooring lines or moving vessels from the berths assigned. Further, Boat Owner agrees to indemnify and hold Commission harmless from damages to vessel and/or injuries to Boat Owner's guest's, invitees or all others regarding occupancy of the berthing space and use of common areas not the direct negligence of Commission.

8. Cancellation of Berthing Agreement: Boat Owner agrees to give at least fifteen (15) days written notice of his intent to vacate; His failure to do so shall result in Boat Owner being responsible for payment of all monthly payments due on said slip until such time as written notice is given Commission. The removal of Boat Owners vessel from the slip shall not constitute notice to Commission of his intent to vacate, nor does it relieve Boat Owner from the obligation to pay according to the terms hereof.

9. Indemnification: Boat Owner agrees to hold harmless Commission, its members, the City of Long Beach, Mississippi, and/or its employees, agents and contractors against all damages, claims, and cost of defense occasioned by Boat Owner or Boat Owner's guests, use of the slip and/or common areas by third parties for any injury or damage caused by the Boat Owner, his vessel, agents, servants, operators, crew or others.

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10. Liability Insurance: Boat Owner agrees to provide liability insurance on their vessel in the amount of \$300,000.00. Boat Owner shall name the Long Beach Port Commission and the City of Long Beach as additional insureds on said policy and shall provide written proof of such insurance (i.e., such as declarations page), prior to placing vessel in harbor under the initial berthing lease and by January 1st of each year thereafter and upon request of any official of the Long Beach Harbor. Said proof of insurance shall provide proof of liability limits and the named insureds therein.

11. Changes in Circumstances: Boat Owner agrees to promptly notify and provide the Commission or the Harbor Master with documentation of any and all changes to this agreement including, but not limited to, any change in ownership, liens, co-owners or vessels, Failure to do so constitutes grounds for immediate cancellation of this agreement.

12. Commission's Right to Use Slip: Boat Owner agrees to notify Commission of the intention to vacate slip for any period in excess of three (3) days, and Boat Owner agrees that Commission may make said slip available for transient or other use of the slip in Boat Owners absence without charge or credit. Boat Owner agrees to notify Commission or Harbor Master prior to 24 hours of the return of the vessel so that Commission can make alternate plans for any vessel using the said slip in the absence of Boat Owner.

13. Removal of Vessel by Boat Owner: If at any time the Boat Owner or Lessee is in any way concerned about the safety of his/her vessel, he/she should immediately remove said vessel from the harbor. Furthermore, in the event of eminent danger from hurricanes, tropical storms or other natural disasters and/or notification by Emergency Management officials, the Boat Owner agrees to immediately remove said vessel from the harbor. Failure to remove said vessel will result in possible liability of the Owner to other Boat Owners and the Long Beach Port Commission or property owners that may result in damage caused by boat owners.

14. Emergency Removal of Vessel: Boat Owner agrees that Commission may remove the vessel from the slip at the sole expense of Boat Owner in the event that said vessel becomes a nuisance, becomes unseaworthy, or in case of dangerous weather conditions such as hurricanes. "Expense" includes but is not limited to the removal and storage cost of said vessel. Boat Owner further agrees to hold harmless all parties involved in the removal and storage of vessel in the event of its Emergency Removal.

15. Alteration of Agreement: This Berthing Agreement shall constitute the whole agreement of the parties and cannot be altered except in writing and signed appropriately by the parties.

16. Sublease: Boat Owner may not sublease slip specified in this agreement.

17. Clean Marina practices: Boat Owner shall comply with guidelines in the Mississippi Clean Marina Program in order to protect the harbor resources from contamination and pollution as follows:

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Sewage Handling:

- No raw sewage may be discharged and pump out stations are provided in the harbor for use with Marine Sanitation Devices (MSD).
- "Y" valves must be tied down and will be inspected periodically to ensure that no sewage can be discharged and appropriate chemicals are in use.
- Clean, functioning restrooms are available 24 hours a day

Fuel Control

- Fuel vendor will be responsible for pumping fuel into vessels.

Solid Waste

- Solid waste must be disposed of in the covered trash receptacles.
- Recycling containers are available for glass, plastic, and aluminum.
- Fish wastes cannot be disposed within the Harbor. A fish cleaning station and waste receptacle is provided for Harbor patrons.
- Cleaning of fish on docks and floats is not be permitted, unless fish wastes are contained (such as with a pan or plastic drop cloth) and disposed in the fish cleaning station.
- Rinse water drainage from fish cleaning areas must be free of solids and directed to a sand filter or sanitary sewer.

Vessel Cleaning and Repair

- Take proper precautions against spills, and use environmentally friendly materials. The following minor maintenance and cleaning activities may be conducted on board vessels while in the water:
 - Routine engine tune-ups, oil changes, and other minor servicing and repair
 - Routine care and cleaning of rigging and fittings, interior surfaces, and "bright work" providing these activities do not produce a wastewater
 - Painting/varnishing interior surfaces and bright work
 - Routine sanitary pump-outs and maintenance of sanitary wastewater facilities
 - Bilge pump repair
- All other maintenance activities must be conducted with the vessel out of the water at a proper repair facility specifically designed for the purpose, including hull scraping, sandblasting, or painting the hull exterior or drive units, cleaning the hull exterior with cleaning agents other than fresh water or natural seawater, and any other activities involving the potential risk of an uncontained discharge of oil, chemicals, nutrients, or other contaminants into the water.
- Minimize the use of soap and detergents within the Harbor. Use only phosphate-free and biodegradable cleaning products such as Simple Green and comparable products. The use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye is prohibited.
- Liquid wastes (including but not limited to solvents, detergents, and rinse water) cannot be discharged onto the ground, allowed to enter storm drains, or disposed of in dumpsters or trashcans. Contaminated bilge water cannot enter the water.

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- Reuse or recycle waste oil in the containers provided in the harbor labeled as "Waste Oil Only."

18. Stay aboard policy. No one shall stay aboard the vessel in the harbor more than 15 nights per month.

SO EXECUTED, this the _____ day of _____, 20_____

BOAT OWNER

COMMISSION by Harbor Master

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Commissioner Reed made motion seconded by Commissioner Ehlers and unanimously carried to approve the aforesaid, noting for the record that the only changes on the Berthing Agreement are the “activity” boxes located below the first paragraph on the first page.

The Harbor Elevator Maintenance Contract was taken under advisement until the next meeting, due to the Port Attorney’s absence.

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After considerable discussion regarding CableOne Invoices, Commissioner Reed made motion seconded by Commissioner Purchner and unanimously carried to approve payment of invoices as submitted on Docket of Claims #HBR121812, #HBR010113, and #HBR011513.

Commissioner Ehlers made motion seconded by Commissioner Purchner and unanimously carried acknowledging receipt of the December, 2012, Revenue/Expense report.

Although absent, the following harbormaster report was submitted:

Harbor Master Report

January 17, 2012

- Need to adopt new berthing agreement to include email, start and stop date for summer customers and for an email newsletter to keep harbor guest apprised of happenings with construction and etc...
- Advertisement has gone out to take applications for new full time guard
- Mississippi Power installed new light at CTA to help with lighting area for traffic and runners, Lines and poles will be removed soon from the East side of the sidewalk
- Will need a budget amendment for fees incurred from cancelation of pier 2 alt project
- Cell Phones: Phones free can port over harbor number and monthly cost of 150 a 90 increase from what is now a budget amendment will have to be made to cover cost or we wait till next year, no activation fees just cost for cases and extra battery for harbor phone
- West Jetty fishing area 95% open to public
- Main Harbor 75% open to the public
- Building repairs 90% done
- Channel lights all gone except one working on replace and to include day markers
- 90% certified CPR
- 80% boaters safety certified
- 65% SOP certified
- 1 Live Aboard
- December 124 of 233
- January 140 of 233

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JANUARY 17, 2013**

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There was no action required or taken regarding the aforesaid harbormaster's report.

There being no further business to come before the Commission at this time, Commissioner Kies made motion seconded by Commissioner Deschenes and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK